

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Docket HWCA 20040490

Clean Harbors Los Angeles, LLC
5756 Alba Street
Los Angeles, CA 90058

CONSENT ORDER

Health and Safety Code
Section 25187

Respondent.

EPA ID No. CAD050806850

The State Department of Toxic Substances Control (Department) and Clean Harbors Los Angeles LLC (Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, stores and transports hazardous waste at 5756 Alba Street, Los Angeles California (Site).

2. The Department inspected the Site on February 25, 2004

3. The Department alleges the following violations:

3.1 Respondent violated California Code of Regulations title 22, section 66263.20, in that on several occasions in 2003 and

004, the Respondent accepted hazardous wastes from a generator without having the hazardous wastes accompanied by hazardous waste manifests.

3.2 Respondent violated California Code of Regulations, title 22, section 66264.76, in that on several occasions in 2003 and 2004, the Respondent accepted hazardous wastes without accompanying manifests and did not prepare and submit an "Unmanifested Waste Report" to the Department within 15 days after receiving the hazardous wastes.

3.3 Respondent violated California Code of Regulations, title 22, section 66264.11, in 2003 and 2004, the Respondent failed to make a proper waste determination.

3.4 Respondent violated California Code of Regulations, title 22, section 66262.20, subsection (a), in that on several occasions in 2003 and 2004, the Respondent offered for transportation hazardous waste for off-site treatment without first preparing a hazardous waste manifest.

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of all of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

1 9. Respondent neither admits nor denies the above alleged
2 violations.

3 SCHEDULE FOR COMPLIANCE

4 10. Respondent shall comply with the following:

5 10.1. Respondent has corrected the violations cited above.
6 Respondent shall operate thereafter in a manner that shall prevent
7 recurrences of the violations cited herein.

8 10.2. All submittals from Respondent pursuant to this
9 Consent Order shall be sent to:

10 Robert Kou, Unit Chief
11 Statewide Compliance Division
12 Department of Toxic Substances Control
13 1011 North Grandview Avenue
14 Glendale, California 91201

15 10.3. Communications: All approvals and decisions of the
16 Department made regarding such submittals and notifications shall be
17 communicated to Respondent in writing by a Branch Chief, Department
18 of Toxic Substances Control, or his/her designee. No informal advice,
19 guidance, suggestions, or comments by the Department regarding
20 reports, plans, specifications, schedules, or any other writings by
21 Respondent shall be construed to relieve Respondent of its obligation
22 to obtain such formal approvals as may be required.

23 10.4. Department Review and Approval: If the Department
24 determines that any report, plan, schedule, or other document
25 submitted for approval pursuant to this Consent Order fails to comply
26 with the Order or fails to protect public health or safety or the
27 environment, the Department may return the document to Respondent with
28 recommended changes and a date by which Respondent must submit to the

1 department a revised document incorporating the recommended changes.

2 10.5. Compliance with Applicable Laws: Respondent shall
3 carry out this Order in compliance with all local, State, and federal
4 requirements, including but not limited to requirements to obtain
5 permits and to assure worker safety.

6 10.6. Endangerment during Implementation: In the event
7 that the Department determines that any circumstances or activity
8 (whether or not pursued in compliance with this Consent Order) are
9 creating an imminent or substantial endangerment to the health or
10 welfare of people on the site or in the surrounding area or to the
11 environment, the Department may order Respondent to stop further
12 implementation for such period of time as needed to abate the
13 endangerment. Any deadline in this Consent Order directly affected
14 by a Stop Work Order under this section shall be extended for the term
15 of such Stop Work Order.

16 10.7. Liability: Nothing in this Consent Order shall
17 constitute or be construed as a satisfaction or release from liability
18 for any conditions or claims arising as a result of past, current, or
19 future operations of Respondent, except as provided in this Consent
20 Order. Notwithstanding compliance with the terms of this Consent
21 Order, Respondent may be required to take further actions as are
22 necessary to protect public health or welfare or the environment.

21 10.8. Site Access: Access to the Site shall be provided
22 at all reasonable times to employees, contractors, and consultants of
23 the Department, and any agency having jurisdiction. Nothing in this
24 Consent Order is intended to limit in any way the right of entry or
25 inspection that any agency may otherwise have by operation of any law.

1 The Department and its authorized representatives may enter and move
2 freely about all property at the Site at all reasonable times for
3 purposes including but not limited to: inspecting records, operating
4 logs, and contracts relating to the Site; reviewing the progress of
5 Respondent in carrying out the terms of this Consent Order; and
6 conducting such tests as the Department may deem necessary.
7 Respondent shall permit such persons to inspect and copy all records,
8 documents, and other writings, including all sampling and monitoring
9 data, in any way pertaining to work undertaken pursuant to this
10 Consent Order.

11 10.9. Sampling, Data, and Document Availability:
12 Respondent shall permit the Department and its authorized
13 representatives to inspect and copy all sampling, testing, monitoring,
14 and other data generated by Respondent or on Respondent's behalf in
15 any way pertaining to work undertaken pursuant to this Consent Order.
16 Respondent shall allow the Department and its authorized
17 representatives to take duplicates of any samples collected by
18 Respondent pursuant to this Consent Order. Respondent shall maintain
19 a central depository of the data, reports, and other documents
20 prepared pursuant to this Consent Order. All such data, reports, and
21 other documents shall be preserved by Respondent for a minimum of six
22 years after the conclusion of all activities under this Consent Order.
23 If the Department requests that some or all of these documents be
24 preserved for a longer period of time, Respondent shall either comply
25 with that request, deliver the documents to the Department, or permit
26 the Department to copy the documents prior to destruction. Respondent
27 shall notify the Department in writing at least six months prior to
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1 destroying any documents prepared pursuant to this Consent Order.

2 10.10. Government Liabilities: The State of California
3 shall not be liable for injuries or damages to persons or property
4 resulting from acts or omissions by Respondent or related parties
5 specified in paragraph 12.3, in carrying out activities pursuant to
6 this Consent Order, nor shall the State of California be held as a
7 party to any contract entered into by Respondent or its agents in
8 carrying out activities pursuant to this Consent Order.

9 10.11. Incorporation of Plans and Reports: All plans,
10 schedules, and reports that require Department approval and are
11 submitted by Respondent pursuant to this Consent Order are
12 incorporated in this Consent Order upon approval by the Department.

13 10.12. Extension Reauests: If Respondent is unable to
14 perform any activity or submit any document within the time required
15 under this Consent Order, the Respondent may, prior to expiration of
16 the time, request an extension of time in writing. The extension
17 request shall include a justification for the delay.

18 10.13. Extension Approvals: If the Department determines
19 that good cause exists for an extension, it will grant the request and
20 specify in writing a new compliance schedule.

21 PAYMENTS

22 11. Within 60 days of the effective date of this Consent
23 Order, Respondent shall pay the Department a total of \$19,000
24 (Nineteen Thousand Dollars). Respondent's check shall be made payable
25 to Department of Toxic Substances Control, and shall be delivered
26 together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

To: Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

12.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

12.2. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

12.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors,

1 and assignees, including but not limited to individuals, partners, and
2 subsidiary and parent corporations, and upon the Department and any
3 successor agency that may have responsibility for and jurisdiction
4 over the subject matter of this Consent Order.

5 12.4. Effective Date: The effective date of this Consent
6 Order is the date it is signed by the Department.

7 12.5. Integration: This agreement constitutes the entire
8 agreement between the parties and may not be amended, supplemented,
9 or modified, except as provided in this agreement.

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12 Dated: September 10, 2004

Original Signed by Respondent's Representative

Signature of Respondent's
Authorized Representative

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Vice President & Chief Counsel

Title of Respondent's Authorized
Representative

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21 Dated: September 13, 2004

Original Signed by Robert Kou

Robert Kou, Unit Chief
Statewide Compliance Division
Department of
Toxic Substances Control